of the statute. *Held,* the injunction served to postpone only the enforcement, and not the operation, of the law, and pending the determination of its validity, defendant violated it at his peril. *State* v. *Wadhams Oil Co.* (Wis. 1912) 34 N. W. 1121.

The function of a temporary injunction is to maintain the *status quo* of parties to an action until a final adjudication can be made upon the matter in controversy between them. The injunction is merely incidental to the action and is not conclusive in any matter therein; it "is abrogated by the final judgment." BEACH, INJUNCTIONS, § 109; HIGH, INJUNCTIONS, § 4; *Toledo, A. A. & N. M. R. Co.* v. *Pa. Co.*, 54 Fed. 730, 19 L. R. A. 387; *Consolidated Vinegar Works* v. *Brew,* 112 Wis. 610, 88 N. W. 603. Injunctions against enforcing state statutes, where proper, are granted on the same principles as other temporary injunctions. Case note 25 L. R. A. (N. S.) 193 and cases therein cited. The principal case is covered by these rules. The postponement of the operation of the inspection law, which the defendant contends was effected by his temporary injunction, is clearly a more comprehensive result than the mere preservation of his rights in their then condition; it constitutes, not a temporary, but a final determination of the defendant's rights for the period in which the injunction was in force. In this view the defendant's contention clearly controverts the principles above stated.

GARNISHMENT—POSSESSION OF GARNISHEE—SAFETY DEPOSIT BOX.—The defendant had the right to the exclusive use of a deposit box owned by a safe deposit company, access to which could only be obtained by the joint use of a master key in the possession of the company, and another key in the possession of the defendant. The box contained property of the defendant not exempt from attachment. In an action of garnishment to charge the safe deposit company, *held,* that the company was chargeable as garnishee. *Tillinghast* v. *Johnson* (R. I. 1912) 82 Atl. 788.

The principal case seems to be opposed to the general rule as to the possession of the garnishee, which is that "Unless the property sought to be garnished is in the actual control of the garnishee, so that he can dispose of it at will, he can not be charged. * * * One whose possession is the defendant's possession, and who has no independent control, can not be charged." ROOD, GARNISHMENT, 52; 20 CYC 1010; *Mc Graw* v. *Memphis & Ohio R. R. Co.*, 45 Tenn. 434; *Smalley* v. *Miller,* 71 Iowa 90, 32 N. W. 187; *Gregg* v. *Hilson,* 8 Phila. 91; and *Bottom* v. *Clarke,* 7 Cush. 487. Several recent cases, however, are in accord with the principal case. In *Washington, etc., Co.* v. *Susquehanna Coal Co.* 26 App. D. C. 149 relied upon by the principal case, the facts were precisely the same, and the Supreme Court of the District charged the deposit company, basing their decision upon a liberal construction of their code, saying, "That if there were a doubt respecting the term 'possession' there can be no doubt that the property deposited by a defendant in a safe deposit box of a trust company, is the defendant's property in the hands of, and in the charge of the trust company; and that by the terms of the Code the trust company is liable to be garnished therefor." In *Trowbridge*

v. *Spinning*, 23 Wash. 48, 62 Pac. 125, 54 L. R. A. 204, 83 Am. St. Rep. 806, and *United States* v. *Graff*, 67 Barb. 304, the decisions rest on the foundation of public policy, the courts taking the view that as garnishment statutes were remedial they should be liberally construed to effect the object of their enactment. In *First National Bank* v. *Davenport & St. Paul Ry. Co.*, 45 Iowa 120, the court says that the possession and control of the property "Does not mean the physical power to take possession of it and carry it off; but the independent possession—the present and immediate rightful custody of it, including the right to retain that possession, and to maintain that custody and control of it." Opposed to the principal case are: *Bottom* v. *Clark*, 7 Cush. 487. where a bank was sought to be charged for a locked trunk placed in its vaults, and the court held that it was not subject to garnishment, basing its decision on the fact that the contents of the trunk were unknown; *Gregg* v. *Hilson*, 8 Phila. 91 in which SHARSWOOD, J., refused to issue an attachment for the contents of a safe rented from a deposit company, saying that "The contents of the safe are in the actual possession of the rentor of the safe, they have not been deposited with or demised to the company;" and *Smalley* v. *Miller*, 71 Iowa 90, 32 N. W. 187, in which it is said that to charge a garnishee he "Must have the property in his possession so that he can surrender it if the court so directs, in exoneration of his liability as garnishee." It may safely be said that the great trend of opinion is that "There is no magic in two keys to put property belonging to a defendant beyond the reach of creditors and the process of the courts." Perhaps the purpose of the garnishment statutes, *Strickland* v. *Maddox*, 4 Ga. 393, is furthered by following the decision in the principal case, and certain it is that all the recent decisions support this ruling.

HUSBAND AND WIFE—POWER OF WIFE TO DISPOSE OF HER PERSONALTY BY A GIFT CAUSA MORTIS.—Decedent was the plaintiff's sister, and was the wife of the principal defendant. The day before her death, she indorsed and delivered to the plaintiff a promissory note which she owned. Plaintiff brings this action on that note against the maker thereof, and the husband is joined as a defendant. The husband claims the note as a part of his statutory share of the personalty of which his wife died possessed. *Held*, the delivery of the note to the plaintiff constituted a gift *causa mortis*, and in the absence of fraud the gift was valid, though its effect was to deprive the husband of his distributive share in the wife's personalty. *Vosberg* v. *Mallory et al.* (Iowa 1912) 135 N. W. 577.

The conflict on this point (see *Hatcher* v. *Buford*, 60 Ark. 169, 29 S. W. 641, 27 L. R. A. 507; and *Baker* v. *Smith*, 66 N. H., 422, 23 Atl. 82) is due to the different views taken as to the effect of a gift *causa mortis*. One view is that it is testamentary in character, and that no title passes to the donee until the death of the donor: the other view, taken in the principal case, is that such a transfer is, in its essential character, a gift; and that title passes upon delivery, subject to be defeated by condition subsequent. The weight of authority seems to favor the latter view. *Baskett* v. *Hassell*, 107 U. S. 602; *Mc Cord's Adm'r.* v. *McCord*, 77 Mo. 166; *Marshall* v. *Berry*, 13 Allen 43;